

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622614

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMMERCIAL TRAILER LEASING, INC.		01/19/2021	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5738016	CTL COMMERCIAL TRAILER LEASING, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	mpotts@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
<b>Correspondent Name:</b>	MARISSA A. POTTS		
<b>Address Line 1:</b>	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
<b>Address Line 2:</b>	1285 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	17116-00041		
<b>NAME OF SUBMITTER:</b>	Marissa Potts		
<b>SIGNATURE:</b>	/Marissa Potts/		
<b>DATE SIGNED:</b>	01/27/2021		
<b>Total Attachments: 4</b>			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK

This Notice of Grant of Security Interest in Trademark (this “Trademark Notice of Grant”) is made as of January 19, 2021, by Commercial Trailer Leasing, Inc., a New Jersey corporation (the “Grantor”), in favor of Ares Capital Corporation, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the “Grantee”).

WHEREAS, the Grantor holds the right, title and interest in and to the trademark and service mark listed on the attached Schedule A, which trademark and service mark is registered or applied for in the United States Patent and Trademark Office (the “Trademark”);

WHEREAS, the Grantor has entered into the Pledge and Security Agreement (First Lien), dated as of the date hereof, by and among the Loan Parties party thereto and the Grantee (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark, together with, among other things, the goodwill of the business symbolized by the Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Notice of Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Notice of Grant to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS:

**COMMERCIAL TRAILER LEASING,  
INC.**

By:   
Name: DAVID EISEN  
Title: CEO

Acknowledged and Agreed:

**ARES CAPITAL CORPORATION**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK NOTICE OF GRANT

IN WITNESS WHEREOF, the Grantor has caused this Trademark Notice of Grant to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**COMMERCIAL TRAILER LEASING,  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

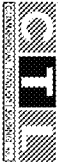
Acknowledged and Agreed:

**ARES CAPITAL CORPORATION,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Scott Lem  
Title: Authorized Signatory

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations/Applications

Registrant/ Owner of Record	Trademark	Country	Registration Date	Registration Number	Next Filing Date
COMMERCIAL TRAILER LEASING, INC.	CTL COMMERCIAL TRAILER LEASING, INC. Cross References: CTL COMMERCIAL TRAILER LEASING INC. 	USA	April 30, 2019	5738016	April 20, 2028